

ADDENDUM NO. 1

NO. 14TH STREET WATER MAIN PROJECT 500200 SPEC. NO. 04-085

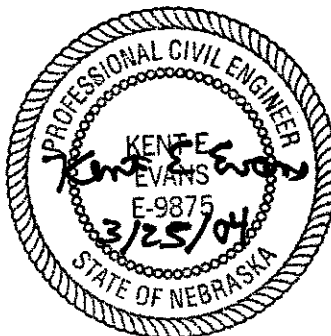
TO ALL PROSPECTIVE BIDDERS:

The quantities and special provisions for the above referenced project are hereby amended to include the following items:

1. Prestressed Concrete Cylinder Pipe for the 30" Water main is acceptable for the quantity of water main shown on the plans under the conditions specified in the Special Provisions.
2. Dynamic Message Signs - This is not a bid item. The City will pay seventy-five (\$75.00) per day for each Dynamic Message Sign that is used on this Project, as directed by the Engineer.
3. Temporary Surfacing - The approximate quantity for temporary surfacing is 60 tons. For details see the Special Provision "**Special Prosecution and Progress - Construction Phasing**".
4. Air Relief Valve Detail - Remove Sheet 6, "Air Relief/Vacuum Relief Valve Manhole", from the plans and replace it with the Revised Sheet 6, "Air Relief/Vacuum Relief Valve Manhole".
5. Page 6 of the Contract Agreement - Remove page 6 of the Contract Agreement and replace with the Revised page 6.

Note: Bidders are instructed to sign and fax this page of Addendum No. 1 to the City of Lincoln Engineering Services, attention Mary Lowe at fax number 402-441-6576, and attach this page to their bid proposal as evidence that this Addendum No. 1 has been received. Failure to do so could result in the rejection of your bid.

Company/Contact Person



CONTRACT AGREEMENT

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the City's official award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereto, as follows:

The City agrees to pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided in the General Provisions and Requirements.

COMPLETION DATE - The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be 70 calendar days after the beginning of operations or construction shall be completed no later than JULY 16, 2004.

GUARANTEE - The Contractor agrees that the performance bond in the full amount of the contract shall remain in full force and effect during the guarantee period as stated in Section IX, Paragraph A of the General Provisions and Requirements.

CONTRACT DOCUMENTS - The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Standard Specifications for Municipal Construction
2. Proposal Forms
3. Contract Agreement Forms
4. Commentary to Accompany Construction Bonds
5. Construction Performance Bond
6. Construction Payment Bond
7. Special Provisions
8. Lincoln Standard Plans
9. Plan and Profile Detail Sheets

|X|10. This Project is not tax exempt.

| |11. This Project is tax exempt and forms will be provided on award of bid.